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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

CHANG HWA COMMERCIAL BANK, LTD.,
NEW YORK BRANCH,

Plaintiff,

v.

MARVIN TIEN,

Defendants.

Case No.: 1:13-cv-08892-DAB

ANSWER

Defendant MARVIN TIEN (“Mr. Tien”), by and through his undersigned counsel, for his answer to the Complaint filed by Plaintiff CHANG HWA COMMERCIAL BANK, LTD. (“CHCB”), alleges as follows:

Nature of Action

1. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 1 of the Complaint.

Jurisdiction and Venue

2. Denies the allegations set forth in Paragraph 2 of the Complaint.
3. Denies the allegations set forth in Paragraph 2 of the Complaint.
4. Denies the allegations set forth in Paragraph 2 of the Complaint.

The Parties

5. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 5 of the Complaint.

6. Admits the allegations set forth in Paragraph 6 of the Complaint.

7. Admits the allegations set forth in Paragraph 7 of the Complaint.

8. Denies the allegations set forth in Paragraph 8 of the Complaint.

9. Denies the allegations set forth in Paragraph 9 of the Complaint.

Factual Allegations

10. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 10 of the Complaint.

11. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 11 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect, except admits that CHCB attached the referenced document.

12. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 12 of the Complaint.

13. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 13 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect, except admits that CHCB attached the referenced document.

14. Denies the allegations set forth in Paragraph 14 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect, except admits that CHCB attached the referenced document.

15. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 15 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect, except admits that CHCB attached the referenced document.

16. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 16 of the Complaint.

17. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 17 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect, except admits that CHCB attached the referenced document.

18. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 18 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect, except admits that CHCB attached the referenced document.

19. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 19 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect, except admits that CHCB attached the referenced document.

20. Denies the allegations set forth in Paragraph 20 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect, except admits that CHCB attached the referenced document.

21. Denies the allegations set forth in Paragraph 21 of the Complaint.

22. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 22 of the Complaint.

23. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 23 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect, except admits that CHCB attached the referenced document.

24. Denies the allegations set forth in Paragraph 24 of the Complaint.

25. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 25 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect, except admits that CHCB attached the referenced document.

26. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 26 of the Complaint.

27. Denies the allegations set forth in Paragraph 27 of the Complaint.

28. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 28 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect, except admits that CHCB attached the referenced document.

29. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 29 of the Complaint.

30. Denies the allegations set forth in Paragraph 30 of the Complaint.

31. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 31 of the Complaint.

32. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 32 of the Complaint.

33. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 33 of the Complaint.

34. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 34 of the Complaint.

35. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 35 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

36. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 36 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

37. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 37 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

38. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 38 of the Complaint.

39. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 39 of the Complaint.

40. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 40 of the Complaint.

41. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 41 of the Complaint.

42. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 42 of the Complaint.

43. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 43 of the Complaint.

44. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 44 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

45. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 45 of the Complaint.

46. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 46 of the Complaint.

47. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 47 of the Complaint.

48. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 48 of the Complaint.

49. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 49 of the Complaint.

50. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 50 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect, except admits that CHCB attached the referenced document.

51. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 51 of the Complaint.

52. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 52 of the Complaint, denies so much of the allegations as is

inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect, except admits that CHCB attached the referenced document.

53. Denies the allegations set forth in Paragraph 53 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect, except admits that CHCB attached the referenced document.

54. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 54 of the Complaint.

55. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 55 of the Complaint.

56. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 56 of the Complaint.

57. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 57 of the Complaint.

58. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 58 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

59. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 59 of the Complaint.

60. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 60 of the Complaint.

61. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 61 of the Complaint.

62. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 62 of the Complaint.

63. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 63 of the Complaint.

64. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 64 of the Complaint.

65. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 65 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

66. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 66 of the Complaint.

67. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 67 of the Complaint.

68. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 68 of the Complaint.

69. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 69 of the Complaint.

70. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 70 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

71. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 71 of the Complaint.

72. Denies the allegations set forth in Paragraph 72 of the Complaint.

73. Denies the allegations set forth in Paragraph 73 of the Complaint.

74. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 74 of the Complaint.

First Cause of Action

75. Mr. Tien repeats and incorporates herein by reference each and every one of the responses contained in Paragraphs 1 through 74, with the same force and effect as if set forth in detail herein again.

76. Denies the allegations set forth in Paragraph 76 of the Complaint.

77. Denies the allegations set forth in Paragraph 77 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

78. Denies the allegations set forth in Paragraph 78 of the Complaint.

79. Denies the allegations set forth in Paragraph 79 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

80. Denies the allegations set forth in Paragraph 80 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

81. Denies the allegations set forth in Paragraph 81 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

82. Denies the allegations set forth in Paragraph 82 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

83. Denies the allegations set forth in Paragraph 83 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

84. Denies the allegations set forth in Paragraph 84 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

85. Denies the allegations set forth in Paragraph 85 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

86. Denies the allegations set forth in Paragraph 86 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

87. Denies the allegations set forth in Paragraph 87 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

88. Denies the allegations set forth in Paragraph 88 of the Complaint.

89. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 89 of the Complaint.

90. Denies the allegations set forth in Paragraph 90 of the Complaint.

91. Denies the allegations set forth in Paragraph 91 of the Complaint.

92. Denies the allegations set forth in Paragraph 92 of the Complaint.

93. Denies the allegations set forth in Paragraph 93 of the Complaint.

94. Denies the allegations set forth in Paragraph 94 of the Complaint.

95. Denies the allegations set forth in Paragraph 95 of the Complaint.

Second Cause of Action

96. Mr. Tien repeats and incorporates herein by reference each and every one of the responses contained in Paragraphs 1 through 95, with the same force and effect as if set forth in detail herein again.

97. Denies the allegations set forth in Paragraph 97 of the Complaint.

98. Denies the allegations set forth in Paragraph 98 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

99. Denies the allegations set forth in Paragraph 99 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

100. Denies the allegations set forth in Paragraph 100 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

101. Denies the allegations set forth in Paragraph 101 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

102. Denies the allegations set forth in Paragraph 102 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

103. Denies the allegations set forth in Paragraph 103 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

104. Denies the allegations set forth in Paragraph 104 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

105. Denies the allegations set forth in Paragraph 105 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

106. Denies the allegations set forth in Paragraph 106 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

107. Denies the allegations set forth in Paragraph 107 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

108. Denies the allegations set forth in Paragraph 108 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

109. Denies the allegations set forth in Paragraph 109 of the Complaint.

110. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 110 of the Complaint.

111. Denies the allegations set forth in Paragraph 111 of the Complaint.

112. Denies the allegations set forth in Paragraph 112 of the Complaint.

113. Denies the allegations set forth in Paragraph 113 of the Complaint.

114. Denies the allegations set forth in Paragraph 114 of the Complaint.

115. Denies the allegations set forth in Paragraph 115 of the Complaint.

116. Denies the allegations set forth in Paragraph 116 of the Complaint.

Third Cause of Action

117. Mr. Tien repeats and incorporates herein by reference each and every one of the responses contained in Paragraphs 1 through 116, with the same force and effect as if set forth in detail herein again.

118. Denies the allegations set forth in Paragraph 118 of the Complaint.

119. Denies the allegations set forth in Paragraph 119 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

120. Denies the allegations set forth in Paragraph 120 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

121. Denies the allegations set forth in Paragraph 121 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

122. Denies the allegations set forth in Paragraph 122 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

123. Denies the allegations set forth in Paragraph 123 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

124. Denies the allegations set forth in Paragraph 124 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

125. Denies the allegations set forth in Paragraph 125 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

126. Denies the allegations set forth in Paragraph 126 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

127. Denies the allegations set forth in Paragraph 127 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

128. Denies the allegations set forth in Paragraph 128 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

129. Denies the allegations set forth in Paragraph 129 of the Complaint, denies so much of the allegations as is inconsistent with the referenced document, and respectfully refers the Court to the document itself for a full and accurate statement of its contents and effect.

130. Denies the allegations set forth in Paragraph 130 of the Complaint.

131. Denies knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 131 of the Complaint.

132. Denies the allegations set forth in Paragraph 132 of the Complaint.

133. Denies the allegations set forth in Paragraph 133 of the Complaint.

134. Denies the allegations set forth in Paragraph 134 of the Complaint.

135. Denies the allegations set forth in Paragraph 135 of the Complaint.

136. Denies the allegations set forth in Paragraph 136 of the Complaint.

137. Denies the allegations set forth in Paragraph 137 of the Complaint.

Demand and Wherefore clause

138. Denies the allegations set forth in the WHEREFORE clause of the Complaint insofar as said Complaint does not reveal allegations of Mr. Tien's conduct to afford CHCB the relief it seeks, except admits that CHCB demands the remedies set forth therein.

139. Denies the allegations set forth in Subsection a of the WHEREFORE clause of the Complaint insofar as said Complaint does not reveal allegations of Mr. Tien's conduct to afford CHCB the relief it seeks.

140. Denies the allegations set forth in Subsection b of the WHEREFORE clause of the Complaint insofar as said Complaint does not reveal allegations of Mr. Tien's conduct to afford CHCB the relief it seeks.

141. Denies the allegations set forth in Subsection c of the WHEREFORE clause of the Complaint insofar as said Complaint does not reveal allegations of Mr. Tien's conduct to afford CHCB the relief it seeks.

AFFIRMATIVE DEFENSES

First Affirmative Defense

The Complaint fails to state a claim against Mr. Tien for which relief can be granted.

Second Affirmative Defense

The Complaint is barred by the applicable statute(s) of limitations.

Third Affirmative Defense

CHCB's claims are barred by its failure to give Mr. Tien notice of default as required by the purported agreement(s) under which it seeks relief.

Fourth Affirmative Defense

CHCB's claims are barred by lack of consideration for the purported agreement(s) under which it seeks relief.

Fifth Affirmative Defense

CHCB's claims are barred by laches.

Sixth Affirmative Defense

Mr. Tien is entitled to a set-off from any recovery against it to the extent of any and all payments paid or payable to, or on behalf of, CHCB or from any other person from any and all collateral sources.

Seventh Affirmative Defense

CHCB's claims are barred by its failure to give Mr. Tien notice of the debt as required by the purported agreement(s) under which it seeks relief.

Eighth Affirmative Defense

The Complaint is barred by waiver.

Reservation of Rights

Mr. Tien expressly reserves the right to seek leave to amend its affirmative defenses to the claims asserted in the Complaint in the event it learns of additional defenses through the course of discovery.

Dated: Brooklyn, New York
April 9, 2014

LEWIS & LIN, LLC

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